

EXHIBIT B

T1

ASSIGNMENT OF PROPRIETARY LEASE

KNOW THAT, **Richard Herz** [collectively],
Assignor, in consideration of the sum of ONE (\$1.00) DOLLAR paid by [collectively],
William & Marilyn Wright
Assignee, and for other good and valuable consideration, does hereby assign unto Assignee a certain
lease (the "Lease") made by **310 WEST 56th STREET CORPORATION**
"Lessor Corporation") with Assignor, or his predecessor in interest, dated **March 27**
19 **80**, for Apartment **14A** in Premises **310 West 56th Street**, New York, New York.

TO HAVE AND TO HOLD the same unto Assignee, his personal representatives and assigns, from
and after **Aug 6**, 19**82**, for all the rest of the term of the Lease, or any renewals or
extensions thereof, and subject to the covenants, conditions and limitations therein contained.

Subject to the trust fund provisions of Section Thirteen of the Lien Law.

Assignor represents to Assignee and to Lessor Corporation that (1) there are no claims, security
interests or liens against the Lease or the shares allocated to said Apartment, (2) Assignor has full right
and authority to assign the Lease and shares, (3) there are no unsatisfied judgments, tax liens or
undischarged bankruptcy proceedings either of record or outstanding against Assignor, and (4) there
are no filed mechanic's liens for work performed within the Apartment or materials supplied on
account of such work.

IN WITNESS WHEREOF, Assignor has executed this Assignment on

Aug. 6, 19**82**



RICHARD HERZ

State of New York

ss.:

County of New York

On this **6th** day of **Aug**, 19**82**, before me personally came
Richard Herz
to me known and known to me to be the individual(s) described in and who executed the foregoing
instrument, and duly acknowledged to me that he executed the same.


Notary Public

NANCY C. SCOTT
Notary Public, State of New York
No. 02SC 4739284
Qualified in Suffolk County
Commission Expires March 30, 1983

T2

ACCEPTANCE OF ASSIGNMENT AND ASSUMPTION OF LEASE

KNOW THAT **WILLIAM & MARILYN WRIGHT**

[collectively] the Assignee named in a certain instrument of assignment from **Richard Herz** [collectively], as Assignor, hereby accepts the assignment of a certain lease (the "Lease"), dated **March 27**, 1980, made by **310 West 56th Street Corporation** ("Lessor Corporation") as lessor, and Assignor, or his predecessor in interest, as lessee, for Apartment **14A** in premises **310 West 56th Street** New York, New York, which assignment is effective as of **Aug 6**, 1982.

Assignee hereby agrees with Assignor and with Lessor Corporation to pay all the installments of rent and perform the covenants and conditions on the Lessee's part to be paid and performed under the Lease, from and after the effective date of the assignment.

IN WITNESS WHEREOF, Assignee has executed this Acceptance on **Aug. 6**, 1982.

William R. Wright
WILLIAM WRIGHT

Marilyn Wright
MARILYN WRIGHT

State of New York |
County of New York | ss.:

On this **6th** day of **Aug**, 1982, before me personally came **William Wright and Marilyn Wright**, to me known and known to me to be the individual(s) described in and who executed the foregoing instrument, and duly acknowledged to me that he executed the same.

Nancy C. Scott
Notary Public

NANCY C. SCOTT
Notary Public, State of New York
No. 02SC 4739284
Qualified in Suffolk County
Commission Expires March 30, 1983

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CONSENT

310 WEST 56th STREET CORPORATION
a New York Corporation ("Lessor Corporation"), being the lessor named in a certain proprietary lease (the "Lease") made by and between it and Richard Herz

, or his predecessor in interest, dated March 27, 1980, which Lease covers apartment 14-A (the "Apartment") in premises 310 West 56th Street New York, New York:

DOES HEREBY CONSENT, which consent has been approved in accordance with the provisions of the Lease, to the assignment of 181 shares of stock of Lessor Corporation and the Lease from Richard Herz [collectively], Assignor, to William & Mary Wright [collectively], Assignee. *Mahilyn*

AND DOES HEREBY CERTIFY THAT:

- (1) The proprietary rent and sundry charges under the Lease are paid through *Aug 31, 1982*
- (2) Lessor Corporation makes no representation that Assignor has the right to transfer the shares and Lease other than that Assignor is now the record owner thereof on the books of Lessor Corporation.

IN WITNESS WHEREOF, Lessor Corporation has caused this instrument to be executed by its authorized officer and has caused its corporate seal to be hereunto affixed on *Aug. 3, 1982*

ATTEST:

Joseph D. Gregorio
(~~Attest~~) President (~~Secretary~~)

State of New York
County of New York } ss.:

On this *3rd* day of *August*, 19*82*, before me personally came *Joseph D. Gregorio*, to me known, who being by me duly sworn, did depose and say that he resides at No. *310 West 56th Street* New York, New York; that he is the *President* of *310 West 56th Street Corporation* a New York Corporation, the Corporation described in and which executed the foregoing Consent, that he knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

NANCY C. SCOTT
Notary Public, State of New York
No. 0250 470284
Qualified in Suffolk County
Commission Expires March 30, 1983

Nancy C. Scott
Notary Public